

ACCESS POINT, INC.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This tariff, filed with the Public Service Commission of Missouri contains the rates, terms and conditions applicable to the Resale of Competitive Local Telecommunications Services provided by Access Point, Inc. in the State of Missouri. . This tariff may be inspected, during normal business hours, at the following location: 1100 Crescent Green, Suite 109, Cary, North Carolina 27518, or online at: <http://www.tariffs.net/accesspoint/tier.asp?cid=1758>.

Access Point, Inc., operates as a competitive telecommunications company in Missouri.

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 Access Point, Inc.
 1100 Crescent Green, Suite 109
 Cary, North Carolina 27518

Access Point, Inc. is classified as a competitive telecommunications company, and has been granted standard waivers of the following statutes and regulatory rules:

Statutes

392.210.2	-	uniform system of accounts
392.240.1	-	just and reasonable rates
392.270	-	valuation of property (ratemaking)
392.280	-	depreciation accounts
392.290	-	issuance of securities
392.300	-	transfer of property and acquisition of stock
392.310	-	stock and debit issuance
392.320	-	stock dividend payment
392.330	-	issuance of securities, debts and notes
392.340	-	reorganization(s)

Commission Rules

4 CSR 240-3.550(4)	-	records of application
4 CSR 240-3.550(5)(A)	-	quality of service quarterly report
4 CSR 240-3.550(5)(C)	-	exchange boundary maps
4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.040	-	uniform system of accounts
4 CSR 240-32.060	-	engineering and maintenance
4 CSR 240-32.070	-	quality of service
4 CSR 240-32.080	-	service objectives and surveillance levels
4 CSR 240-33.040	-	
(all subsections except 4)	-	billing and payment standards
4 CSR 240-33.045	-	customer bills
4 CSR 240-33.080(1)	-	company name for billing disputes
4 CSR 240-33.130(1), (4) and (5)	-	operator service

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C)** - Changed regulation.
- (D)** - Delete or discontinue.
- (I)** - Change Resulting in an increase to a Customer's bill.
- (M)** - Moved from another tariff location.
- (N)** - New
- (R)** - Change resulting in a reduction to a Customer's bill.
- (T)** - Change in text without change in rate or regulation.

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a)(I)
2.1.1.A.1.(a)(I)(i)
2.1.1.A.1.(a)(I)(i)(1)

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of the resale of intrastate competitive local telecommunications services by Access Point, Inc. within the State of Missouri.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Access Point switching center or point of presence.

Access Point - Used throughout this tariff to mean Access Point, Inc. unless clearly indicated otherwise by the text.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Calling Card - A billing mechanism by which the charges for a call may be billed to a valid Company-issued or Incumbent Local Exchange Carrier-issued account.

Commission - Refers to the Public Service Commission of Missouri.

Company or Carrier - Access Point, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Local access and transport area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

Person-to-Person - A class of call in which the calling party specifies an individual, station number, department, or an agreed alternate with whom to speak at the called number.

Premises - A building or buildings on contiguous property.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

Station-to-Station - A class of call in which the calling party places the call to any individual or station at the called party location. All toll calls which are not placed on a Person-to-Person basis are station-to-station.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1** The Company's services are furnished for intrastate telecommunications originating and terminating within the state of Missouri under terms of this tariff.
- 2.1.2** The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4** The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5** The Company may serve Customers in the State of Missouri through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6** The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2** Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations, (Cont'd.)**

- 2.2.5** Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6** The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7** The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liabilities of Company**

- 2.3.1** The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2** The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4** The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liabilities of Company, (Cont'd.)**

2.3.6 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.

2.3.7 The Company shall be indemnified and held harmless by the Customer against the following:

- A.** Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
- B.** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Taxes and Surcharges**

2.4.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.4.2 Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment for Service**

- 2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2** Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received. A minimum finance charge of \$5 for Residential Accounts and \$10 for Business Accounts will be applied if an invoice is past due.
- 2.7.3** In no case shall service be actually disconnected until five days after written notice has been given to the Customer.
- 2.7.4** The Customer will be assessed a charge of twenty-five (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Deposits and Advance Payments**

- 2.8.1** The Company does not normally require a deposit or advance payment from Customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.
- 2.8.2** In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the Commission shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation by Customer**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service by providing thirty (30) days written notice to the Company. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

2.11.5 For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

2.11.6 In the event of tampering with the equipment furnished and owned by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Refusal or Discontinuance by Company, (Cont'd.)**

- 2.11.7** In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.
- 2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service without notice to the Customer if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. The Company shall within twenty four (24) hours after such termination send written notification to the Customer of the reasons for such termination. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9** For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- 2.11.10** For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12** The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Refusal or Discontinuance by Company, (Cont'd.)**

2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- A.** Abandonment of service.
- B.** Impersonation of another with fraudulent intent.
- C.** Nonpayment of any sum due the Company.
- D.** Abuse or fraudulent use of service.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Interruption of Service**

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

2.15 Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

2.15.2 Customers may be required to enter into written service agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.15.3 In any action between the parties to enforce any provision of this tariff or an applicable contract, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.17 Taxes and Surcharges

The customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based on upon the provision, sale or use of network services. The Company will itemize taxes and surcharges as separate line items on the customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.

2.17.1 Missouri Universal Service Fund

- A. Company will place on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

2.17.2 911 Surcharge

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. The Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 340-34.

2.17.3 Deaf Relay Service and Equipment Distribution Program Surcharge a/k/a Relay Missouri

The Relay Missouri has been established to help pay for keeping local phone rates affordable for Hearing and Speech Impaired customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Special Construction And Special Arrangements**

2.18.1 Special Construction - Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- A.** Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- B.** Of a type other than that which the Company would normally utilize in the furnishing of its services,
- C.** Over a route other than that which the Company would normally utilize in the furnishing of its services,
- D.** In a quantity greater than that which the Company would normally construct,
- E.** On an expedited basis,
- F.** On a temporary basis until permanent facilities are available,
- G.** Involving abnormal costs, or
- H.** In advance of its normal construction.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Special Construction And Special Arrangements, (cont'd.)**

2.18.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.18.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A.** Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B.** Annual charges including the following: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Special Construction And Special Arrangements, (Cont'd.)**

2.18.4 Termination Liability - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A.** The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B.** The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

2.18.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.19 Expiration of Term Plan Options

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

SECTION 3 - DATA SERVICES

3.1 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or Access Point access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Access Point network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between the Company's access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.1.1

SECTION 3 - DATA SERVICES, (CONT'D.)**3.1 Calculation of Distance, (Cont'd.)****3.1.1 Calculation Method for Private Line Services**

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 - DATA SERVICES, (CONT'D.)**3.2 BUSINESSPoint**

BUSINESSPoint service combines local and long distance telecommunications service into one telecommunications package. A Monthly Service charge applies for this service. Customers will be billed one month in advance. Regulatory charges and taxes are not included in the rates of this Tariff. A minimum one year term agreement applies.

All Home Region calls are included in the monthly charge for service. IntraLATA calls are billed in on (1) minute increments.

All calls outside of the Home Region are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds. Cancellation of Term Agreement prior to end of the term will result in early cancellation penalties being applied.

3.2.1 Terms and Conditions

- A.** BUSINESSPoint is available in the AT&T serving areas.
- B.** BUSINESSPoint requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the BUSINESSPoint rate plan.
- C.** BUSINESSPoint is can be configured as POTS service only.
- D.** BUSINESSPoint is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this plan.
- E.** All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- F.** Toll Free minutes of usage will be billed at the above rates based on the origin of the call for BUSINESSPoint rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

SECTION 3 - DATA SERVICES, (CONT'D.)**3.2 BUSINESSPoint, (Cont'd.)****3.2.2 Rates****A. BUSINESSPoint Basic**

	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Zone 1	\$38.00	\$35.00	\$32.00	\$30.00
Zone 2	\$38.00	\$35.00	\$32.00	\$30.00
Zone 3	\$38.00	\$35.00	\$32.00	\$30.00

B. BUSINESSPoint Complete

	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Zone 1	\$50.00	\$47.00	\$44.00	\$42.00
Zone 2	\$50.00	\$47.00	\$44.00	\$42.00
Zone 3	\$50.00	\$47.00	\$44.00	\$42.00

C. Usage Rates per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic	Included	\$0.039	\$0.089
Complete	Included	Included	Included

D. Features**1. Complimentary Features - No Charge**Toll Blocking:

700 Block
 900/976 Block
 Collect Call Blocking
 Directory Assistance Blocking
 International Call Blocking
 Operator Assisted Call Blocking

Denial of Use:

Block Caller ID
 Deny Call Return
 Deny Call Trace
 Deny Repeat Dial
 Deny Select Forward

SECTION 3 - DATA SERVICES, (CONT'D.)**3.2 BUSINESSPoint, (Cont'd.)****3.2.2 Rates, (Cont'd.)****D. Features, (Cont'd.)****2. Star Features - \$1.00 per occurrence**

*57 Call Trace

*69 Call Return

*66 Busy Redial

*60 Call Back (*80 deactivate)

* 61 Call Selector (*81 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$3.50 monthly fee per feature, per line

Call Block

Call Forwarding Variable

Call Forwarding Variable Multi-Path

Call Forwarding Busy Line

Call Forwarding Busy Line Multi-Path

Call Forwarding Don't Answer

Call Forwarding Don't Answer (Customer Ring Control)

Call Forwarding Don't Answer Multi-Path (Customer Ring Control)

Call Pickup

Call Return

Call Selector

Call Trace

Call Waiting

Preferred Call Forwarding

Remote Activation of Call Forwarding

Repeat Dialing

Speed Dialing – 8 Number

Speed Dialing – 30 Number

Selective Class of Call Screening

Three Way Calling

Three Way Calling with Transfer

User Transfer - Conference

User Transfer - Conference w/Hold

User Transfer - Conference w/Call Pickup

User Transfer - Conference w/Hold and Call Pickup

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.2 BUSINESSPoint, (Cont'd.)****3.2.2 Rates, (Cont'd.)****D. Features, (Cont'd.)**

4. Deluxe Features - \$4.50 monthly fee per feature, per line

Caller ID - Number Only

Caller ID Deluxe - w/Anonymous Call Rejection

Distinctive Ring - 1 Telephone Number

Distinctive Ring - 2 Telephone Numbers

Enhanced Caller ID - Anonymous Call Rejection

Enhanced Caller ID - Call Management

Hunting

Star 98 Access

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line

\$8.00

SECTION 3 - DATA SERVICES, (CONT'D.)**3.3 BusinessPoint Centrex**

BusinessPoint Centrex service combined local and long distance telecommunications service into one telecommunications package. BusinessPoint Centrex Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. BusinessPoint Centrex Complete provides local, IntraLATA and domestic long distance free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.3.1 Terms and Conditions

- A.** BusinessPoint Centrex service is available in the AT&T serving areas.
- B.** BusinessPoint Centrex service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the BusinessPoint Centrex rate plan.
- C.** BusinessPoint Centrex service can configured as POTS service only.
- D.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E.** BusinessPoint Centrex is to used for voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- F.** Toll Free minutes of usage will be billed at the above rates based on the origin of the call for all BusinessPoint Centrex rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.3 BusinessPoint Centrex, (Cont'd.)****3.3.2 Rates****A. Monthly Service Fee per Line: BusinessPoint Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$38.00	\$38.00	\$38.00
1 Year	\$35.00	\$35.00	\$35.00
2 Years	\$32.00	\$32.00	\$32.00
3 Years	\$30.00	\$30.00	\$30.00

B. Monthly Service Fee per Line: BusinessPoint Complete

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$50.00	\$50.00	\$50.00
1 Year	\$47.00	\$47.00	\$47.00
2 Years	\$44.00	\$44.00	\$44.00
3 Years	\$42.00	\$42.00	\$42.00

C. Usage Rates per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic	Included	\$0.039	\$0.089
Complete	Included	Included	Included

SECTION 3 - DATA SERVICES, (CONT'D.)**3.3 BusinessPoint Centrex, (Cont'd.)****3.3.2 Rates, (Cont'd.)****D. Features****1. Complimentary Features - No Charge**Toll Blocking:

700 Block

900/976 Block

Collect Call Blocking

Directory Assistance Blocking

International Call Blocking

Operator Assisted Call Blocking

Denial of Use:

Block Caller ID

Deny Call Return

Deny Call Trace

Deny Repeat Dial

Deny Select Forward

2. Star Features - \$1.00 per occurrence

*57 Call Trace

*66 Busy Redial

*61 Call Selector (*81 deactivate)

*69 Call Return

*60 Call Back (*80 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

SECTION 3 - DATA SERVICES, (CONT'D.)**3.3 BusinessPoint Centrex, (Cont'd.)****3.3.2 Rates, (Cont'd.)****D. Features, (Cont'd.)****3. Standard Features - \$3.50 monthly fee per feature, per line**

Call Block	Call Forwarding Variable
Call Forward Variable Multi-Path	Call Forwarding Busy Line
Call Forwarding Busy Line Multi-Path	Call Forwarding Don't Answer
Call Forwarding Don't Answer (Customer ring control)	Call Forwarding Don't Answer Multi-Path (Customer ring Control)
Call Pickup	Call Return
Call Selector	Call Trace
Call Waiting	Preferred Call Forwarding
Remote Activation of Call Forwarding	Repeat Dialing
Speed Dialing - 8 Number	Speed Dialing - 30 Number
Selective Class of Call Screening	Three Way Calling
Three Way Calling with Transfer	User Transfer - Conferencing
User Transfer - Conference w/Hold	User Transfer - Conference w/Call Pickup
User Transfer - Conference w/Hold and Call Pickup	

SECTION 3 - DATA SERVICES, (CONT'D.)**3.3 BusinessPoint Centrex, (Cont'd.)****3.3.2 Rates, (Cont'd.)****D. Features, (Cont'd.)**

4. Deluxe Features - \$4.50 monthly fee per feature, per line

Caller ID - Number Only
Caller ID Deluxe - w/Anonymous Call Rejection
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Anonymous Call Rejection
Enhanced Caller ID - Call Management
Hunting
Star 98 Access

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line \$8.00

SECTION 3 - DATA SERVICES, (CONT'D.)**3.4 BusinessPoint PBX**

BusinessPoint PBX service combined local and long distance telecommunications service into one telecommunications package. BusinessPoint PBX Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. BusinessPoint PBX Complete provides local, IntraLATA and domestic long distance free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.4.1 Terms and Conditions

- A.** BusinessPoint PBX service is available in the AT&T serving areas.
- B.** BusinessPoint PBX service requires that the main telephone line and all of the other voice telephone lines located at the business address of the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the BusinessPoint PBX rate plan.
- C.** BusinessPoint PBX service can be configured as Two Way PBX and DID service only.
- D.** BusinessPoint PBX is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- E.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- F.** Toll Free minutes of usage will be billed at the above rates based on the origin of the call for all BusinessPoint PBX rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

SECTION 3 - DATA SERVICES, (CONT'D.)**3.4 BusinessPoint PBX, (Cont'd.)****3.4.2 Rates****A. Monthly Service Fee per Line: BusinessPoint Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$38.00	\$38.00	\$38.00
1 Year	\$35.00	\$35.00	\$35.00
2 Years	\$32.00	\$32.00	\$32.00
3 Years	\$30.00	\$30.00	\$30.00

B. Monthly Service Fee per Line: BusinessPoint Complete

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$50.00	\$50.00	\$50.00
1 Year	\$47.00	\$47.00	\$47.00
2 Years	\$44.00	\$44.00	\$44.00
3 Years	\$42.00	\$42.00	\$42.00

C. Usage Rate per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic	Included	\$0.039	\$0.089
Complete	Included	Included	Included

SECTION 3 - DATA SERVICES, (CONT'D.)**3.4 BusinessPoint PBX, (Cont'd.)****3.4.2 Rates, (Cont'd.)****D. Features****1. Complimentary Features - No Charge**Toll Blocking:

700 Block

900/976 Block

Collect Call Blocking

Directory Assistance Blocking

International Call Blocking

Operator Assisted Call Blocking

Denial of Use:

Block Caller ID

Deny Call Return

Deny Call Trace

Deny Repeat Dial

Deny Select Forward

2. Star Features - \$1.00 per occurrence

*57 Call Trace

*66 Busy Redial

*61 Call Selector (*81 deactivate)

*69 Call Return

*60 Call Back (*80 deactivate)

These Features are also available on a monthly subscriptions basis as a Standard Feature.

SECTION 3 - DATA SERVICES, (CONT'D.)**3.4 BusinessPoint PBX, (Cont'd.)****3.4.2 Rates, (Cont'd.)****D. Features, (Cont'd.)****3. Standard Features - \$3.50 monthly fee per feature, per line**

Call Block	Call Forwarding Variable
Call Forwarding Variable Multi-Path	Call Forwarding Busy Line
Call Forwarding Busy Line Multi-Path	Call Forwarding Don't Answer
Call Forwarding Don't Answer (Customer ring control)	Call Forwarding Don't Answer Multi-Path (Customer ring Control)
Call Pickup	Call Return
Call Selector	Call Trace
Call Waiting	Preferred Call Forwarding
Remote Activation of Call Forwarding	Repeat Dialing
Speed Dialing - 8 Number	Speed Dial - 30 Number
Selective Class of Call Screening	Three Way Calling
Three Way Calling with Transfer	User Transfer - Conferencing
User Transfer - Conference w/Hold	
User Transfer - Conference w/Call Pickup	
User Transfer - Conference with Hold and Call Pickup	

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.4 BusinessPoint PBX, (Cont'd.)****3.4.2 Rates, (Cont'd.)****D. Features, (Cont'd.)**

4. Deluxe Features - \$4.50 monthly fee per feature per line

Caller ID - Number Only
Caller ID - with Anonymous Call Rejection
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Anonymous Call Rejection
Enhanced Caller ID - Call Management
Hunting
Star 98 Access

5. DIDs

Monthly Fee per DID	\$0.20
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6. Unlimited Feature Package - Choose any Features

Monthly Fee per Line	\$8.00
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SECTION 3 - DATA SERVICES, (CONT'D.)**3.5 EPoint**

EPoint service combined local and long distance telecommunications service into one telecommunications package. EPoint Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.5.1 Terms and Conditions

- A.** EPoint service is available in the Embarq serving areas.
- B.** EPoint service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the EPoint rate plan.
- C.** EPoint service can be configured as POTS and Key Trunk service only.
- D.** EPoint is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- E.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- F.** Toll Free minutes of usage will be billed at the above rates based on the origin of the call for all EPoint rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

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SECTION 3 - DATA SERVICES, (CONT'D.)
3.5 EPoint, (Cont'd.)**3.5.2 Rates****A. Monthly Service Fee per Line: EPoint Basic**

	<u>Zone 5</u>	<u>Zone 6</u>	<u>Zone 7</u>
Month to Month	\$23.00	\$23.00	\$23.00
1 Year	\$20.00	\$20.00	\$20.00
2 Years	\$19.00	\$19.00	\$19.00
3 Years	\$18.00	\$18.00	\$18.00

B. Usage Rates per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic Included		\$0.139	\$0.139

C. Features**1. Complimentary Features - No Charge**Toll Blocking:

700 Block

900/976 Block

Collect Call Blocking

Directory Assistance Blocking

International Call Blocking

Operator Assisted Call Blocking

Denial of Use:

Block Caller ID

Deny Call Return

Deny Call Trace

Deny Repeat Dial

2. Star Features - \$1.00 per occurrence

*57 Call Trace

*69 Call Return

*66 Busy Redial

*60 Call Back (*80 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.5 EPoint, (Cont'd.)****3.5.2 Rates, (Cont'd.)****C. Features, (Cont'd.)**

3. Standard Features - \$3.50 monthly fee per feature, per line

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing – 8 Number
Speed Dialing – 30 Number	Three Way Calling

4. Deluxe Features - \$4.50 monthly fee per feature, per line

Caller ID - Number Only
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Caller ID with Name, Number and ACR
Hunting

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line	\$8.00
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SECTION 3 - DATA SERVICES, (CONT'D.)**3.6 EPoint Centrex**

EPoint Centrex service combined local and long distance telecommunications service into one telecommunications package. EPoint Centrex Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. EPoint Centrex Complete provides local, IntraLATA and domestic long distance free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.6.1 Terms and Conditions

- A.** EPoint Centrex service is available in Embarq serving areas.
- B.** EPoint Centrex service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice lines at the business address must be billed at the EPoint Centrex rate plan.
- C.** EPoint Centrex service can be configured as Centrex service only.
- D.** EPoint Centrex is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- E.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- F.** Toll Free minutes of usage will be billed at the above rates based on the origin of the call for all EPoint Centrex rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

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SECTION 3 - DATA SERVICES, (CONT'D.)
3.6 EPoint Centrex, (Cont'd.)**3.6.2 Rates****A. Monthly Service Fee per Line: EPoint Basic**

	<u>Zone 5</u>	<u>Zone 6</u>	<u>Zone 7</u>
Month to Month	\$34.00	\$32.00	\$32.00
1 Year	\$31.00	\$29.00	\$29.00
2 Years	\$30.00	\$28.00	\$28.00
3 Years	\$29.00	\$27.00	\$27.00

B. Usage Rates per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic Included		\$0.139	\$0.139

C. Features**1. Complimentary Features - No Charge**Toll Blocking:

700 Blocking

900/976 Block

Collect Call Blocking

Directory Assistance Blocking

International Call Blocking

Operator Assisted Call Blocking

Denial of Use:

Block Caller ID

Deny Call Return

Deny Call Trace

Deny Repeat Dial

2. Star Features - \$1.00 per occurrence

*57 Call Trace

*69 Call Return

*66 Busy Redial

*60 Call Block (*80 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.6 EPoint Centrex, (Cont'd.)****3.6.2 Rates, (Cont'd.)****C. Features, (Cont'd.)****3. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing - 8 Number
Speed Dialing - 30 Number	Three Way Calling

4. Deluxe Features - \$4.50 monthly fee per feature, per line

Caller ID - Number Only
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Caller ID with Name, Number and ACR
Hunting

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line	\$8.00
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SECTION 3 - DATA SERVICES, (CONT'D.)**3.7 EPoint PBX**

EPoint PBX service combined local and long distance telecommunications service into one telecommunications package. EPoint PBX Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.7.1 Terms and Conditions

- A.** EPoint PBX service is available in the Embarq serving areas.
- B.** EPoint PBX service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the EPoint PBX rate plan.
- C.** EPoint PBX service can be configured as Two Way PBX and DID service only.
- D.** EPoint PBX is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- E.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Call cannot be sent to other carriers for completion or billing.
- F.** Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all EPoint PBX rate plans.
- G.** International calls are billed at individual rates for each county per the published API World Access rate plan.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.7 EPoint PBX, (Cont'd.)****3.7.2 Rates****A. Monthly Service Fee per Line: EPoint Basic**

	<u>Zone 5</u>	<u>Zone 6</u>	<u>Zone 7</u>
Month to Month	\$27.00	\$27.00	\$27.00
1 Year	\$24.00	\$24.00	\$24.00
2 Years	\$23.00	\$23.00	\$23.00
3 Years	\$21.00	\$21.00	\$21.00

B. Usage Rates per Minute

	<u>Local</u>	<u>IntraLATA</u>	<u>Intrastate</u>
Basic	Included	\$0.139	\$0.139

C. Features**1. Complimentary Features - No Charge**Toll Blocking:

700 Block

900/976 Block

Collect Call Blocking

Directory Assistance Blocking

International Call Blocking

Operator Assisted Call Blocking

Denial of Use:

Block Caller ID

Deny Call Return

Deny Call Trace

Deny Repeat Dial

2. Star Features - \$1.00 per occurrence

*57 Call Trace

*69 Call Return

*66 Busy Redial

*60 Call Back (*80 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.7 EPoint PBX, (Cont'd.)****3.7.2 Rates, (Cont'd.)****C. Features, (Cont'd.)****3. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing - 8 Number
Speed Dial - 30 Number	Three Way Calling

4. Deluxe Features - \$4.50 monthly fee, per line

Caller ID - Number Only
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Caller ID with Name, Number and ACR
Hunting

5. Unlimited Feature Package

Monthly Fee per Line	\$8.00
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6. DIDs

Monthly Fee per DID	\$0.20
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SECTION 3 - DATA SERVICES, (CONT'D.)**3.8 PrimaryAccess ISDN/PRI**

PrimaryAccess combines local and long distance telephone service. Can choose T-1 as ISDN-PRI or a Local T-1.

Local calls are billed in one (1) minute increments, long distance calls are billed in 18 seconds initial and 6 seconds additional increments. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.8.1 Terms and Conditions

- A.** PrimaryAccess service is provided only via dedicated T-1 circuits and can be configured as Digital Trunks or PRI Trunks.
- B.** Direct Trunk Overflow is not available in all serving areas.
- C.** Customers subscribing to Option 1 must ensure that the percentage of non-toll free incoming calls is less than 75% of the total number of calls. Access Point reserves the right to bill \$0.015 per minute of all calls in excess of 75%.
- D.** All calls originating on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E.** Local or intraLATA minutes included with this service must be used for calls on this circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location.
- F.** Toll Free calls will be billed at the rates specified for interstate, intraLATA and intrastate.

SECTION 3 - DATA SERVICES, (CONT'D.)
3.8 PrimaryAccess ISDN/PRI, (Cont'd.)**3.8.2 Rates****A. Features**

Toll Free Number Fee	\$3.00 per number monthly
First 20 DIDs	Included
Additional DIDs	\$0.20 per number monthly
Caller ID Name & Number	\$25.00 per month
Direct Trunk Overflow	\$50.00 per path

B. Minute Packages

<u>Bundled Usage Rates</u>	<u>Additional Minute</u>	<u>Per Month Fee</u>
<u>Option 1 - Measured Usage Rates</u>		
Local Usage	\$0.015	Included
IntraLATA Usage	\$0.029	
<u>Option 2- Bundled Usage Rates</u>		
Local Usage – Each PrimaryAccess T-1 circuit includes 15,000 minutes of local usage	\$0.010	
IntraLATA Long Distance and Toll Free Usage – Each PrimaryAccess T-1 circuit includes 5,000 minutes of Intralata/regional usage additional minutes are billed at:	\$0.029	\$100
<u>Option 3 - Flat Usage Option</u>		
Local Usage	Included	\$225
IntraLATA Usage	Included	

C. Installation Fees

1 Year	\$750.00
2 Year	\$500.00
3 Year	\$0.00

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SECTION 3 - DATA SERVICES, (CONT'D.)
3.8 Primary Access ISDN/PRI, (Cont'd.)**3.8.2 Rates, (Cont'd.)****D. T-1 Monthly Service Fee**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Tier 1	\$410	\$373	\$350	\$325
Tier 2	\$453	\$415	\$387	\$360
Tier 3	\$495	\$450	\$423	\$395
Tier 4	\$538	\$489	\$460	\$430
Tier 5	\$581	\$528	\$497	\$465
Tier 6	\$624	\$567	\$534	\$500
Tier 7	\$667	\$606	\$571	\$535
Tier 8	\$710	\$645	\$608	\$570
Tier 9	\$752	\$684	\$645	\$605
Tier 10	\$795	\$723	\$682	\$640
Tier 11	\$838	\$762	\$719	\$675
Tier 12	\$880	\$800	\$755	\$710
Tier 13	\$923	\$839	\$793	\$745
Tier 14	\$966	\$878	\$830	\$780
Tier 15	\$1009	\$917	\$867	\$815
Tier 16	\$1052	\$956	\$904	\$850
Tier 17	\$1095	\$995	\$941	\$885
Tier 18	\$1137	\$1034	\$978	\$920
Tier 19	\$1180	\$1073	\$1015	\$955
Tier 20	\$1223	\$1112	\$1052	\$990
Tier 21	\$1265	\$1150	\$1088	\$1025
Tier 22	\$1308	\$1189	\$1125	\$1060
Tier 23	\$1351	\$1228	\$1162	\$1095
Tier 24	\$1394	\$1267	\$1199	\$1130
Tier 25	\$1437	\$1306	\$1236	\$1165
Tier 26	\$1480	\$1345	\$1273	\$1200
Tier 27	\$1522	\$1384	\$1310	\$1235
Tier 28	\$1565	\$1423	\$1347	\$1270
Tier 29	\$1608	\$1462	\$1384	\$1305
Tier 30	\$1650	\$1500	\$1420	\$1340
Tier 31	\$1693	\$1539	\$1458	\$1375
Tier 32	\$1736	\$1578	\$1495	\$1410
Tier 33	\$1779	\$1617	\$1532	\$1445
Tier 34	\$1822	\$1656	\$1569	\$1480
Tier 35	\$1865	\$1695	\$1606	\$1515

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.9 SinglePoint**

SinglePoint is an Integrated T-1 service which combines local and long distance telephone service with high speed internet. Unlimited local and intraLATA calling are included with many features at no additional charge. This plan includes 4,000 Intrastate and Interstate minutes.

Local calls are billed in one (1) minute increments, long distance calls are billed in 18 seconds initial and 6 seconds additional increments. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.9.1 Terms and Conditions

- A.** SinglePoint service is provided by dedicated T-1 circuits and the integrated T-1 monthly service fee includes 6 voice channels and choice of 256K, 384K, 512K, 768K or 1024K internet access. A maximum of 14 additional voice channels may be ordered on the SinglePoint Integrated T-1.
- B.** SinglePoint pricing Tiers are determined by customer location and bandwidth selected.
- C.** SinglePoint service may be configured as POTS, Digital Trunks, or PRI configuration.
- D.** All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carries for completion or billing.
- E.** The 4,000 domestic long distance minutes included with the circuit must be used for calls on the circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location.
- F.** Installation fee includes installing the circuit and the connecting/testing of the Access Point, Inc. supplied hardware.

SECTION 3 - DATA SERVICES, (CONT'D.)**3.9 SinglePoint, (Cont'd.)****3.9.1 Terms and Conditions, (Cont'd.)**

- G.** SinglePoint service offers 10 generic E-mail accounts with 50 MB of storage, 25 MB of web site storage and 2 GB of data transfer, per month. Customers requiring additional storage, transfer rate or E-mail should refer to the Access Point, Inc. Web Hosting Literature. (Unregulated service)
- H.** Domain Name Registration/Transfer fees are billed in advance for the number of years selected. (Unregulated service)
- I.** API provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

3.9.2 Rates**A. Toll Free Number and DID Charges**

Toll Free Number fee	\$3.00 per number monthly
First 20 DIDs	Included
Additional DIDs	\$0.20 per number monthly

B. Features Included at no Charge

900-976 Toll Block	Call Waiting
Caller Block	Hunting
Caller ID	Message Waiting Audible Indicator
Caller ID Blocking	Repeat Dialing
Call Forwarding	Speed Dialing
Call Return	Three Way Calling
Call Trace	Call Transfer

SECTION 3 - DATA SERVICES, (CONT'D.)**3.9 SinglePoint, (Cont'd.)****3.9.2 Rates, (Cont'd.)****C. Additional Voice Channels**

1 Year	\$29.95
2 Year	\$27.95
3 Year	\$25.95

D. Installation Fee

1 Year	\$750.00
2 Year	\$500.00
3 Year	\$0.00

SECTION 3 - DATA SERVICES, (CONT'D.)
3.9 SinglePoint, (Cont'd.)**3.9.2 Rates, (Cont'd.)****E. Monthly Service Fees (includes 6 voice channels)**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Tier 1	\$392	\$356	\$339	\$320
Tier 2	\$428	\$389	\$370	\$350
Tier 3	\$465	\$423	\$402	\$380
Tier 4	\$514	\$467	\$444	\$420
Tier 5	\$550	\$500	\$475	\$450
Tier 6	\$587	\$534	\$508	\$480
Tier 7	\$624	\$567	\$539	\$510
Tier 8	\$660	\$600	\$570	\$540
Tier 9	\$710	\$645	\$613	\$580
Tier 10	\$746	\$678	\$645	\$610
Tier 11	\$783	\$712	\$677	\$640
Tier 12	\$820	\$745	\$708	\$670
Tier 13	\$868	\$789	\$750	\$710
Tier 14	\$917	\$834	\$793	\$750
Tier 15	\$966	\$878	\$835	\$790
Tier 16	\$1015	\$923	\$877	\$830
Tier 17	\$1064	\$967	\$919	\$870
Tier 18	\$1113	\$1012	\$962	\$910
Tier 19	\$1162	\$1056	\$1004	\$950
Tier 20	\$1210	\$1100	\$1045	\$990

Pricing Tier will vary based on customer location and bandwidth selected.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.10 FlexPoint**

FlexPoint is an Integrated T-1 service which combines local and long distance telephone service with high speed internet up to 1.228 Mbps. Unlimited local and intraLATA calling are included with many features at no additional charge. This plan includes 4,000 Intrastate and Interstate minutes.

Local calls are billed in one (1) minute increments, long distance calls are billed in 18 seconds initial and 6 seconds additional increments. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.10.1 Additional Rules and Regulations

- A.** FlexPoint service is provided by dedicated T-1 Circuits and the Integrated T-1 monthly service fee includes 6 voice channels. A maximum of 10 voice channels may be ordered on FlexPoint.
- B.** FlexPoint pricing Tiers are determined by customer location and bandwidth selected.
- C.** FlexPoint service may be configured for POTS configuration.
- D.** The 4,000 domestic long distance minutes included with the circuit must be used for calls on the circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location.
- E.** Installation fee includes installing the circuit and the connecting/testing of the Access Point supplied hardware.
- F.** FlexPoint service offers 10 generic E-mail accounts with 50 MB of storage, 25 MB of web site storage and 2 GB of data transfer, per month. (Unregulated service)
- G.** Domain Name Registration/Transfer fees are billed in advance for the number of years selected. (Unregulated service)

SECTION 3 - DATA SERVICES, (CONT'D.)**3.10 FlexPoint, (Cont'd.)****3.10.1 Additional Rules and Regulations, (cont'd.)**

- H.** Access Point equipment must be returned at the end of term agreement.
- I.** Voice traffic takes priority over data traffic.
- J.** All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion.

3.10.2 Additional Voice Channels

1 Year	\$29.95
2 Year	\$27.95
3 Year	\$25.95

3.10.3 Installation Fee

1 Year	\$750.00
2 Year	\$500.00
3 Year	\$0.00

SECTION 3 - DATA SERVICES, (CONT'D.)
3.10 FlexPoint, (Cont'd.)**3.10.4 T-1 Monthly Service Fee**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Tier 1	\$440	\$400	\$380	\$360
Tier 2	\$477	\$434	\$413	\$390
Tier 3	\$514	\$467	\$444	\$420
Tier 4	\$550	\$500	\$475	\$450
Tier 5	\$587	\$534	\$508	\$480
Tier 6	\$624	\$567	\$539	\$510
Tier 7	\$660	\$600	\$570	\$540
Tier 8	\$697	\$634	\$603	\$570
Tier 9	\$734	\$667	\$634	\$600
Tier 10	\$770	\$700	\$665	\$630
Tier 11	\$807	\$734	\$698	\$660
Tier 12	\$844	\$767	\$729	\$690
Tier 13	\$880	\$800	\$760	\$720
Tier 14	\$917	\$834	\$793	\$750
Tier 15	\$966	\$878	\$835	\$790
Tier 16	\$1015	\$923	\$877	\$830
Tier 17	\$1064	\$967	\$919	\$870
Tier 18	\$1113	\$1012	\$962	\$910
Tier 19	\$1162	\$1056	\$1004	\$950
Tier 20	\$1210	\$1100	\$1045	\$1090
Tier 21	\$1260	\$1145	\$1088	\$1030
Tier 22	\$1308	\$1189	\$1130	\$1070
Tier 23	\$1357	\$1234	\$1173	\$1110
Tier 24	\$1406	\$1278	\$1215	\$1150

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.10 FlexPoint, (Cont'd.)****3.10.5 Features**

900-976 Toll Block	Call Waiting
Caller Block	Hunting
Caller ID	Message Waiting Audible Indicator
Caller ID Blocking	Repeat Dialing
Call Forwarding	Speed Dialing
Call Return	Three Way Calling
Call Trace	Call Transfer

3.10.6 Toll Free Number and Additional Minute Usage

Toll Free Number Fee	\$3.00 per number, monthly
Additional Minutes	\$0.0475 per minute

SECTION 3 - DATA SERVICES, (CONT'D.)**3.11 VOICEPoint Complete T-1**

VOICEPoint is an Integrated T-1 service which combines local and long distance telephone service with high speed internet. Unlimited local and intraLATA calling are included with many features at no additional charge.

Local calls are billed in one (1) minute increments, long distance calls are billed in 18 seconds initial and 6 seconds additional increments. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.11.1 Additional Rules and Regulations

- A.** VOICEPoint COMPLETE for T-1 can be setup as standard POTS, T-1, or PRI configuration over either a single T-1 circuit or multiple (n x) T-1 circuits.
- B.** All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- C.** Monthly Service Fees are dependent upon the service plan selected. All lines on a circuit must be subscribed to the same monthly service fee.
- D.** On-net Interoffice calling occurs when both customer origination and customer destination telephone numbers are VOICEPoint numbers.
- E.** For VOICEPoint COMPLETE for T-1 usage, API reserves the right to bill for non-Toll Free inbound minutes at \$0.01 per minute if the calling ration of non-Toll Free inbound minutes exceeds 75% of the aggregate total of outbound, Toll Free inbound and non-Toll Free inbound minutes of usage.
- F.** VOICEPoint COMPLETE for T-1 service offers 10 generic E-mail accounts with 50 MB of storage, 25 MB of website storage and 2 GB of data transfer, per month. (Unregulated service)
- G.** Domain Name Registration/Transfer fees are billed in advance for the number of years registered. (Unregulated service)
- H.** Access Point provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.11 VOICEPoint Complete T-1, (Cont'd.)****3.11.2 Rates and Charges****A. Additional Voice Paths**

	<u>Monthly Recurring Charge</u>
1 Year	\$29.95
2 Years	\$27.95
3 Years	\$25.95

B. Service Installation Fee

	<u>Nonrecurring Charge</u>
1 Year	\$500.00
2 Years	\$250.00
3 Years	\$0.00

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SECTION 3 - DATA SERVICES, (CONT'D.)
3.11 VOICEPoint Complete T-1, (Cont'd.)**3.11.2 Rates and Charges, (Cont'd.)****C. Monthly Service Fee for Single T-1 (includes 6 voice paths)**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Tier 1	\$465	\$423	\$402	\$380
Tier 2	\$514	\$467	\$444	\$420
Tier 3	\$550	\$500	\$475	\$450
Tier 4	\$587	\$534	\$508	\$480
Tier 5	\$624	\$567	\$539	\$510
Tier 6	\$660	\$600	\$570	\$540
Tier 7	\$722	\$656	\$624	\$590
Tier 8	\$746	\$678	\$645	\$610
Tier 9	\$783	\$712	\$677	\$640
Tier 10	\$820	\$745	\$708	\$670
Tier 11	\$868	\$789	\$750	\$710
Tier 12	\$917	\$834	\$793	\$750
Tier 13	\$966	\$878	\$835	\$790
Tier 14	\$1015	\$923	\$877	\$830
Tier 15	\$1064	\$967	\$919	\$870
Tier 16	\$1113	\$1012	\$962	\$910
Tier 17	\$1162	\$1056	\$1004	\$950
Tier 18	\$1210	\$1100	\$1045	\$990
Tier 19	\$1260	\$1145	\$1088	\$1030
Tier 20	\$1308	\$1189	\$1130	\$1070
Tier 21	\$1357	\$1234	\$1173	\$1110
Tier 22	\$1406	\$1278	\$1215	\$1150
Tier 23	\$1455	\$1323	\$1257	\$1190
Tier 24	\$1504	\$1367	\$1299	\$1230
Tier 25	\$1553	\$1412	\$1342	\$1270
Tier 26	\$1602	\$1456	\$1384	\$1310
Tier 27	\$1650	\$1500	\$1425	\$1350
Tier 28	\$1700	\$1545	\$1468	\$1390

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.11 VOICEPoint Complete T-1, (Cont'd.)****3.11.2 Rates and Charges, (Cont'd.)****D. Monthly Service Fee for 3.0 Mbps (includes 6 voice paths)**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Tier 1	\$746	\$678	\$645	\$610
Tier 2	\$783	\$712	\$677	\$640
Tier 3	\$820	\$745	\$708	\$670
Tier 4	\$868	\$789	\$750	\$710
Tier 5	\$917	\$834	\$793	\$750
Tier 6	\$966	\$878	\$835	\$790
Tier 7	\$1015	\$923	\$877	\$830
Tier 8	\$1064	\$967	\$919	\$870
Tier 9	\$1113	\$1012	\$962	\$910
Tier 10	\$1162	\$1056	\$1004	\$950
Tier 11	\$1210	\$1100	\$1045	\$990
Tier 12	\$1260	\$1145	\$1088	\$1030
Tier 13	\$1308	\$1189	\$1130	\$1070
Tier 14	\$1357	\$1234	\$1173	\$1110
Tier 15	\$1406	\$1278	\$1215	\$1150
Tier 16	\$1455	\$1323	\$1257	\$1190
Tier 17	\$1504	\$1367	\$1299	\$1230
Tier 18	\$1553	\$1412	\$1342	\$1270
Tier 19	\$1602	\$1456	\$1384	\$1310
Tier 20	\$1650	\$1500	\$1425	\$1350
Tier 21	\$1700	\$1545	\$1468	\$1390
Tier 22	\$1748	\$1589	\$1510	\$1430
Tier 23	\$1797	\$1634	\$1553	\$1470
Tier 24	\$1846	\$1678	\$1595	\$1510
Tier 25	\$1895	\$1723	\$1637	\$1550
Tier 26	\$1944	\$1767	\$1679	\$1590
Tier 27	\$1993	\$1812	\$1722	\$1630
Tier 28	\$2042	\$1856	\$1764	\$1670

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SECTION 3 - DATA SERVICES, (CONT'D.)**3.11 VOICEPoint Complete T-1, (Cont'd.)****3.11.2 Rates and Charges, (Cont'd.)****E. Features**PRI/T-1 Configuration Features:

Included at no charge

Caller ID

Caller ID with Name

Call Waiting

Mobility Feature Package:

Applies to PRI/T-1 configuration only

Remote Office

\$6.95 per user

Simultaneous Ring

\$6.95 per user

Voice Portal Calling

\$6.95 per user

POTS Configuration Features:

Included at no charge

Caller ID with Name

Call Transfer

Call Hold

Call Waiting

Call Return

Hunting

A La Carte Features

Auto Attendant

\$19.95 per Attendant, monthly

* Call Center Queue

\$79.95 per Queue monthly

* Call Groups

\$2.95 per group of users

* DID's

\$0.40 per number, monthly

Toll Free Number

\$2.95 per number, monthly

Virtual Number

\$5.95 per number monthly,

\$0.015 per minute of each inbound call

* Available only with PRI/T-1 configuration

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges****4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to Customer request for a change in the name under which service is billed.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services, not including the addition of calling features.

Calling Feature Adds: Applies to Customer requests for addition of calling features.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.1 Service Order and Change Charges, (Cont'd.)****4.1.2 Rates**

	<u>Non-Recurring</u>
Line Connection Charge (per Line, ANI)	\$0.00
Account Changes Moves, Changes, Additions, per change	\$0.00
Account Changes, per billing record change	\$0.00
Line Restoral Charge	\$0.00
Suspension of Service Restoral Charge	\$0.00
Service Call, per trouble visit	\$0.00
Premise Visit, per service conversion	\$0.00
	<u>Recurring</u>
Local Line Charge, (per Line, ANI)	\$0.00
Account Changes Moves, Changes, Additions, per change	\$0.00
Account Changes, per billing record change	\$0.00
Line Restoral Charge	\$0.00
Suspension of Service Restoral Charge	\$0.00
Service Call, per trouble visit	\$0.00
Premise Visit, per service conversion	\$0.00

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Optional Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

4.2.1 Feature Descriptions

Three Way Calling/Call Hold - The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Optional Features, (Cont'd.)****4.2.1 Feature Descriptions, (Cont'd.)**

Call Waiting/Cancel Call Waiting - Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

Distinctive Ringing - This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

Regular Multiline Hunting - This feature is a line hunting arrangement that provides sequential search of available numbers within a Multiline group.

Speed Calling - This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

Caller ID - The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Optional Features, (Cont'd.)****4.2.1 Feature Descriptions, (Cont'd.)**

Automatic Redial - The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- * Calls to 800 Service numbers
- * Calls to 900 Service numbers
- * Calls preceded by an interexchange carrier access code
- * International Direct Distance Dialed calls
- * Calls to Directory Assistance
- * Calls to 911

Automatic Recall - The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

Customer Originated Trace - Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Optional Features, (Cont'd.)****4.2.1 Feature Descriptions, (Cont'd.)**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

Caller ID - The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

Automatic Redial - The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- * Calls to 800 Service numbers
- * Calls to 900 Service numbers
- * Calls preceded by an interexchange carrier access code
- * International Direct Distance Dialed calls
- * Calls to Directory Assistance
- * Calls to 911

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Optional Features, (Cont'd.)****4.2.1 Feature Descriptions, (Cont'd.)**

Automatic Recall - The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

Customer Originated Trace - Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number. When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a standalone feature or as an add-on to Caller ID Deluxe.

Star Features: Available with selected services are *60 Call Block, *69 Call Return, *57 Call Trace, *66 Call Repeat, and *61 Call Selector.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Directory Assistance****4.3.1 Directory Assistance**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers.

4.3.2 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers within Missouri.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

1. Charges for Directory Assistance are not applicable to calls from patients of hospital that have as their principal undertaking the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.
2. A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Directory Assistance Services, (Cont'd.)****4.3.3 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

No alternative billing is provided by the Directory Assistance Operator, however, alternative billing can be provided by dialing "0" and requesting such billing through the "A" Operator at the rates specified in Section 4.4 of this tariff.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 4.3.2.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 4.3.2.A.2 of this tariff.

4.3.4 National Directory Assistance Service

National Directory Assistance Service is provided to Customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in Section 4.4, apply as appropriate.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Directory Assistance Services, (Cont'd.)****4.3.5 Rates****A. Basic Directory Assistance**

Local Directory Assistance	Per query
Direct dialed	\$1.75
Via operator	\$1.75

B. Directory Assistance Call Completion

Per completed call	\$1.00
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C. Intrastate InterLATA Directory Assistance

Per Call	\$1.99
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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are:

Third Number Billing - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards - Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person - Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station - Calls completed with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance - The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Operator Assistance, (Cont'd.)**

4.4.1 Busy Line Verification and Interrupt Service - Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

- A.** Busy Line Verification - Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- B.** Busy Line Verification with Interrupt - The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C.** Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:
 - 1.** The operator verifies that the line is busy with a call in progress.
 - 2.** The operator verifies that the line is available for incoming calls.
 - 3.** The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

4.4.2 Rates**Calling Card**

Customer Dialed	\$3.50
Operator Handled	\$3.95

Station-to-Station, Collect, Third Party Billed

Automated	\$3.50
Operator Handled	\$3.95
Person-to-Person	\$6.50

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

4.5.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

4.5.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

4.5.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Directory Listings, (Cont'd.)**

4.5.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

4.5.5 Directory listings are provided in connection with each Customer service as specified herein.

- A.** Primary Listing - A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- B.** Additional Listings - In connection with business service, additional listings are available only in the names of the Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4.5.6.
- C.** Non-published Listings - Listings that are neither printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in this Tariff.
- D.** Non-listed Numbers - A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.
- E.** Foreign Listings - Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Directory Listings, (Cont'd.)****4.5.5 (Cont'd.)**

- F.** Alternate Call Listings - Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- G.** Reference Listings - A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone.
- H.** Recurring Charges - Monthly Recurring Charges associated with Directory Listings are set forth in rate schedule attachments.

4.5.6 Rates

	Per Month			
	Business		Residential	
	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>
Additional Listings	\$9.50	\$4.92	\$6.00	\$3.45
Nonlisted Service	\$6.00	\$3.50	\$6.00	\$3.50
Nonpublished Service	\$6.00	\$3.74	\$6.00	\$3.74

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.6 Emergency Services**

Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

4.7.1 Rates

	Per request
Busy Line Verification	\$2.50
Emergency Interrupt	\$5.00

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.8 Carrier Presubscription****4.8.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.8.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.8 Carrier Presubscription, (Cont'd.)****4.8.2 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.8.5 below:

4.8.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.8.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.8 Carrier Presubscription, (Cont'd.)****4.8.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.00

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.9 Referral Service****4.9.1 General**

Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available.

Disconnect Announcement Service - Provides the caller of a disconnected, suspended or changed number a recorded announcement that states the number's status without giving a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Basic Referral Service - Uses a recorded announcement to give the caller of a disconnected, suspended or changed number, the number's status and a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Corrective Referral Service - Provides the caller of a number that has been printed or announced incorrectly through a media source a recorded announcement of its status and a referral number. This service applies to media errors involving a number that has not been assigned to another customer. Available for periods ranging from a minimum of one (1) month to a maximum of fifteen (15) months.

Split Referral Service - Routes a call which was placed to a disconnected, suspended or changed number(s) to a special operator who will state the called number's status and provide one or more referral numbers to the calling party. This service could also apply to a working number that has been printed or announced incorrectly through a media source. Service is available for periods ranging from a minimum or one (1) month to a maximum of fifteen (15) months.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.9 Referral Service, (Cont'd.)****4.9.1 General, (Cont'd.)**

Number-To-Number - Provides the caller of a disconnected, suspended or changed residence or business line number, a recorded announcement that state\s the line number status and a referral number. For residence, and business line numbers not eligible for basic referral, the minimum period for this service is one (1) month and the maximum period is one (1) year. For business line number eligible for a basic referral, the minimum period for this service is one (1) month and the maximum period is three (3) months.

4.9.2 Rates

	Residence	Business
Basic Referral Service	No Charge	No Charge
Disconnect Announcement Service	No Charge	No Charge
Corrective Referral Service		
Nonrecurring Charge	\$13.50	\$30.00
Monthly	\$1.00	\$1.50
Split Referral Service		
Nonrecurring Charge	\$13.50	\$30.00
Monthly	\$13.00	\$30.00
Each Additional Name & Number referred	\$7.00	\$15.00
Number-To-Number, per line number		
Nonrecurring Charge	B	B
Monthly	\$5.00	\$5.00

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.10 Toll Restriction Service**

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

4.10.1 Rates

	Residence	Business
Nonrecurring Charge	\$25.00	\$25.00
Monthly	\$5.00	\$5.00

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.11 700 and 900 Blocking**

700 and 900 Blocking Options are arrangements that prevent an Exchange user from accessing 700 and/or 900 service telephone numbers. 700 and 900 Blocking is available with all local exchange service, where facilities permit. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

4.11.1 Rates**Installation Charge ***

Requested within 60 days of initial availability	\$0.00
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Requested after 60 days of initial availability	\$6.00
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* No installation charge applies when installed within 60 days of the establishment of new service.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.12 Term Liability/Termination Charges****3.12.1 General**

If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to the Company from the Customer. Payment of the penalty will be due within 30 days from the date of termination. Termination Charges are as follows:

- A. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect.
- B. A termination penalty of \$500.00 per circuit if using T-1 or any other dedicated circuit services and \$100.00 per service location if using switched long distance services and/or local services and/or any other services. These amounts shall be multiplied by the number of months that are remaining in the term period after the date that the service is cancelled, or moved, and the resulting total will be the termination penalty.

4.13 Account Maintenance Fee

All Business Customers will be charged a monthly account maintenance fee on each monthly detailed invoice of \$3.95. If the customer has multiple invoices delivered to different service locations, a fee of \$1.95 will be charged for each detailed invoice. If the Customer elects to receive their monthly invoice electronically, the fee will be \$1.95 for both Single and Multi Location Business Customers Invoiced. The fee for Residential Customers is \$0.95.

4.13.1 Monthly Recurring Charges

Business Single Location	\$3.95
Business Multi Locations	\$1.95
Residential	\$0.95

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.14 Carrier Cost Recovery Fee**

Carrier Cost Recovery Fee will be assessed on Local Lines to Residential and Business Customers. This assessment will help recover increased network access costs due to regulatory changes.

4.14.1 Monthly Fee

Business, per line	\$1.00
Residential, per line	\$1.00

4.15 Credit Card Convenience Fee

The Company will assess a Credit Card Convenience fee to recover certain costs associated with certain operational issues relating to the provisioning and billing of credit card services. This charge will apply when a Customer requests to pay their invoice via a credit card.

Credit Card Convenience Fees:	Monthly
\$100 & below	\$1.95
\$101 - \$200	\$3.00
\$201 - \$300	\$6.00
\$301 - \$400	\$9.00
\$401 - \$500	\$12.00
\$501 - \$600	\$15.00
\$601 - 700	\$18.00
\$701- 800	\$21.00
\$801 - \$900	\$24.00
\$901 - \$999	\$27.00
\$1000 & above	Multiply charge amount by .03
Example: \$1000 X .03 = \$30.00	

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.16 Reconnection Charge**

A Reconnection Charge of \$25.00 or the highest allowed by law, will be assessed in accordance with the terms and conditions of this tariff and pursuant to Missouri law and Commission regulations.

4.17 Temporary Service Suspension Fee

Customers who are delinquent in the billing, and service is suspended for non-payment.

	Recurring Charge	Non Recurring Charge
Charge:	\$10.00	\$15.00

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.18 Custom Billing Reports****4.18.1 General****A. Custom Billing Services - Monthly**

Requests for special billing service that are not currently identified as option in the Access Point billing system will require an additional fee identified below.

B. Billing Report Changes

Any modification of billing formats.

C. Bill Image CD Copy

PDF Image of the bill placed on a CD.

D. Call Detail CD Copy

Call detail in comma delimited format placed on a CD. There is a set up fee for this service.

E. Call Detail E-Mail File

Call detail in comma delimited format e-mailed on a monthly basis.

4.18.2 Rates

	Monthly Recurring Charge	Non-Recurring Charge
Custom Billing Services	\$10.00	\$75.00
Billing Report Changes	\$0.00	\$25.00
Bill Image CD Copy	\$20.00	\$0.00
Call Detail CD Copy	\$20.00	\$10.00
Call Detail E-Mail File	\$5.00	\$20.00

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.19 POTS Service****4.19.1 General****A. New Line Install**

Installation is to D-Marc only. A separate charge applies to jacks/wiring.

B. Change Fee

Changes to Existing POTS service which includes class of service change, feature changes, listing changes, disconnects, etc. This fee is per request and when changes are made to pending new service requests.

C. Traffic Study

Measures the amount of traffic a line receives, also known as a busy line study.

D. Busy Line Verification

This charge applies when end users request customer service to verify if a line called is buys.

E. Jacks and Wiring

Applies to inside wiring beyond the d-marc in a building, whether a new or existing structure.

F. Premise Work Charge

Does not apply to maintenance or repair visits.

G. Dual Service

Applies when local phone service is being transferred to a new location and the customer requests that service be operating at both locations for a temporary period.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.19 POTS Service, (Cont'd.)****4.19.2 Rates**

	Monthly Recurring Charge	Non-Recurring Charge
New Line Install		
Initial Line	\$0.00	\$95.00
Additional Line	\$0.00	\$36.00
Change Fee	\$0.00	\$20.00
Traffic Study	\$0.00	\$50.00
Busy Line Verification	\$0.00	\$7.50
Jacks and Wiring		
Initial Jack	\$0.00	\$85.00
Additional Jack	\$0.00	\$65.00
Premise Work Charge		
First Hour	\$0.00	\$184.00
Each Additional 30 Min.	\$0.00	\$45.00
Dual Service	\$0.00	\$24.00

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.20 T-1 Service****4.20.1 General****A. Customer Premise - Site Visit**

Installation of API supplied equipment at customer site, includes testing, activation, and tuneup when applicable.

B. T-1 Change Fee

Changes to existing T-1 service which includes reconfiguration, adding new service to existing T-1, disconnects to the T-1. This fee is per request.

C. T-1 Feature Change

Applies to adding, removing or modifying features. It does not include charges for additional service being ordered.

D. Order Modification Fee (pre-FOC)

Applies to customer requests to modify an order that is in process prior to an FOC being delivered.

E. Order Modification Fee (post-FOC)

Applies to customer requests to modify an order that is in process after and FOC has been delivered.

F. Order Cancellation Fee (post-FOC)

Applies to customer requests to cancel an order that is in process after an FOC has been delivered.

G. After Hours Activation

Applies when customer requests to activate or turn-up a T-1 outside of normal business hours of 8:00 am to 5:00 pm. This service charge applies per T-1 circuit and is available during 6:30 am to 5:00 am and 5:00 pm to 7:00 pm local time.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.20 T-1 Service, (Cont'd.)****4.20.2 Rates**

	Monthly Recurring Charge	Non-Recurring Charge
Customer Premise Visit		
Initial 2 Hours	\$0.00	\$225.00
Additional hour	\$0.00	\$90.00
T-1 Change Fee	\$0.00	\$150.00
T-1 Feature Change Fee	\$0.00	\$25.00
Order Modification Fee (pre-FOC)	\$0.00	\$100.00
Order Modification Fee (post FOC)	\$0.00	\$250.00
Order Cancellation Fee (post FOC)	\$0.00	\$495.00
After Hour Activation	\$0.00	\$250.00

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SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.21 Common Charges****4.21.1 General****A. Maintenance Work Charge**

Premise visit that requires maintenance of service.

B. Inside Wiring Voice/Data service - Option 1

Installation of inside wiring for a voice/data solution requires CAT5e PVC cable. This fee includes a visit charge and jack termination with cable up to 300 ft.

C. Inside Wiring Voice/Data service - Option 2

Installation of inside wiring for a voice/data solution requires CAT5e Plenum cable. This fee includes a visit charge and jack termination with cable up to 300 ft.

D. D-MARC Extension Voice/Data Service

Up to 300 ft, d-marc extension using CAT5e Plenum cable with jack termination, includes site visit.

E. Missed Appointment Fee

When customer is not present to receive installation or other work related to a service order that results in a premise visit.

F. Customer Premise Site Survey (per location)

Applies with a premise visit occurs in order to conduct a visual inspection of the facility, gather and record information necessary to complete design of customer solution.

SECTION 4 - MISCELLANEOUS SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.21 Common Charges, (Cont'd.)****4.21.2 Rates**

	Non-Recurring Charge
Maintenance Work Charge	
First Hour	\$184.00
Additional hour	\$90.00
Inside Wiring Voice Data Option 1	\$200.00
Inside Wiring Voice Data Option 2	\$245.00
D-Marc Extension Voice/Data	\$375.00
Missed Appointment Fee	\$150.00
Customer Premise Site Survey	\$225.00

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SECTION 5 - SPECIAL ARRANGEMENTS**5.1 Contract Service Arrangements**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Contract Service Arrangements will be provided to Commission Staff upon request..

SECTION 6 - PROMOTIONAL OFFERINGS**6.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration, designed to attract new Customers or to increase Customer awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the commission, and will be included in the Company's Tariff.

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